Bangalore Electricity Supply Company Limited

(Wholly Owned Govt. of Karnataka Undertaking)

REQUEST FOR PROPOSAL (RFP)

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Invites Electronic Bids from eligible Bidders for the Work mentioned below, under Competitive Bidding against tender enquiry no.

Tender enquiry No: BESCOM/2026-27/SE0460

For

Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 Years

Issued by:
The General Manager (ICT & MIS),
BESCOM, Belaku Bhavan, Corporate office
K.R Circle, Bangalore-560001

Disclaimer

This Request for Proposal (RFP) is for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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Letter of Invitation to Bidders

Tender Reference no.	Tender enquiry No: BESCOM/2026-27/SE0460
Name of the Organization	Bangalore Electricity Supply Company Ltd. (BESCOM)
Title of Services	Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years

Dear Sir/Madam,

BESCOM (hereinafter called "Purchaser") is floating RFP for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years. More details on the services are provided in the Terms of Reference in this RFP document.

1) The RFP includes the following documents:

   Section I - Invitation for Bids

   Section II - Instruction to Bidders

   Section III - General Conditions of Contract

   Section IV - Special Conditions of Contract

   Section V - Scope of Work

   Section VI - Sample Forms

2) You are invited to submit your proposal as per the attached RFP document.

Yours sincerely,

Sd/
General Manager (ICT& MIS)
BESCOM

1. Section I: INVITATION FOR BIDS:

1.1. ABOUT BESCOM:

Bangalore Electricity Supply Company hereinafter be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. BESCOM is responsible for power distribution in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara). BESCOM covers an area of 41,092 Sq. Kms. with a population of over 207 lakhs.

1.2 OBJECTIVES OF THE RFP:

1.2.1 The objective of this RFP is to select an vendor for upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre as per terms and conditions for a period of 2 Years.

1.2.2 The upgraded system shall support seamless integration and continuous online interface with the existing GIS database of BESCOM for effective operation of the Distribution Automation System (DAS) and to ensure enhanced system performance, improved security compliance, and compatibility with modern GIS technologies in line with BESCOM's GIS production environment.

1.2.3 The scope also includes provision of OEM-backed technical support for a period of two (2) years, which shall include but not be limited to:

- Version upgrades
- Software updates, patches, and bug fixes
- Incident-based support tickets as per OEM policies
- Any additional product-level support requirements as specified by BESCOM from time to time

Scope:

Detailed Scope of work has been specified in Sections V (Scope of work), clause 5.1 of this tender document.

1.3 KEY EVENTS AND DATES:

1	Tender Inviting Authority	GM (ICT &MIS), BESCOM
2	Date of Publication of RFP	As per KPP Portal
3	Pre-Bid meeting	As per KPP Portal at the Office of GM (ICT & MIS), BESCOM Corporate Office, 5th Floor, K. R Circle, Bangalore-560001
4	Last date of Receiving Queries/ Clarification	Queries if any may be sent to gmit@bescom.co.in on or before date mentioned as per KPP Portal
5	Last Date of Submission of bids	As per KPP Portal
6	Earnest Money Deposit Payable	1% of the total amount put to tender. For details refer EMD clause.
7	Amount put to tender (Including GST)	**Rs. 2,81,31,500/-**
8	Date, Time of Opening of Techno-Commercial Bid	As per KPP Portal
9	Date, Time of Opening of Financial Bid	As per KPP Portal

1.4 ELIGIBILITY CRITERIA

Pre-qualifying requirements for selection of Bidders are mentioned hereunder

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

1.4.1 PRE-QUALIFICATION CRITERIA

Sl. No.	Requirement Description	Documents to be uploaded.
I. TECHNICAL REQUIREMENTS:		
PQ 1	The Bidder should be in existence as any of the following: (a) Companies incorporated in India under the Companies Act, 1956/2013 including any amendments thereto;	1. Certificate of Incorporation issued by Registrar of Companies of Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the company 2. Annual filings (E-forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender.
	(b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP 3. Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Govt. of India) for preceding two financial years

	(c) (i) Partnership firm under Partnership Act, 1932 in India; (ii) Sole Proprietorship Concern	1. Partnership Deed, GST Registration Certificate. 2. Shops and Establishment Registration Certificate, as applicable. 1. PAN/ Registration Certificate
PQ 2	The Bidder must have valid ISO 9001:2015 or latest certification.	Valid Certificate
PQ 3	The bidder should either be the Original Equipment Manufacturer or an OEM Authorized vendor/Partner	In case of Original Equipment Manufacturer (OEM): Manufacturing License issued by competent authority. In case of Authorized vendor/partner of OEM: 1) Letter of Manufacturers ' Authorization Form (MAF) issued by the OEM for each of the items. 2) Manufacturing License issued by competent authority to the OEM.
PQ 4	The Bidder/OEM should have successfully completed and implemented the work of Supply/ ATS/ upgradation of ArcGIS Software of quantity not less than 2 No. **(i.e., 80% of the proposed quantity)** for Government organization /PSUs /Private organization in any one of the last Three years (2023-24, 2024-25, 2025-26) as on the date of submission of bid.	Purchase orders/ Contract orders copies placed by Govt. departments/ PSUs/ Private company. Satisfactory work completion certificate duly indicating the quantity issued by the officer not below the rank of DGM or Equivalent officer of the concerned Govt. departments/ PSUs or equivalent cadre in case of private company (the same shall be confirmed) shall be uploaded.

PQ 5	The Bidder must not have been blacklisted by any Government Department (State and Central Government) or PSUs or Private Company as on the last date of submission of Bid.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 6	The Bidder must not have defaulted in providing services against any of the previous purchase orders placed by BESCOM or any other utilities as on the date of bid opening.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 7	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	A copy of Registration certificate issued by the Indian competent authority. In case the same doesn't apply, Self-declaration by the bidder in Rs. 500 Stamp paper duly notarized shall be uploaded as per annexure.

II. FINANCIAL CAPABILITIES:

PQ 8	Bidder shall have an average annual financial turnover of not less than the amount put to tender during the last Three financial years (2023-24, 2024-25, 2025-26)	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details.
PQ 9	The Liquid assets as on 31.03.2026 or at a later date before submission of the bid consisting of Cash at Bank + Term deposits + availability of fund based credit facility in any Nationalized/ Scheduled commercial bank shall not be less than 25% of the amount put to tender. If the Bidder has banking with more than one Bank, then the available liquid asset balance on a particular date & time i.e. as on 31.03.2026 or any date before submission of bids shall be the same date for all the banks along with bank statements for the same date & time.	The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the bidder has banking facilities

Note: 1. Clarification to the above are as follows

"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

I. The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.5 CONTRACT PERIOD:

The total contract period for the Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre, is for **2 years, commencing from the date of completion of the stabilization period following supply and implementation.**

Further, the contract may be extended for additional two years on mutual agreement provided the cost do not exceed 10% over the DWA cost.

1.6 BID SUBMISSION:

Instructions regarding KPP portal:

1. The bid is to be quoted online through e-auction in the Government of Karnataka "Karnataka Public Procurement (KPP) portal" on **https://kppp.karnataka.gov.in only.**
2. Bidders, who have not registered in the KPP portal, may do so by registering through the above website. A non-refundable Tender processing fee as determined by the above said procurement platform shall be payable electronically by the Bidders at the time of submitting Bids.
3. The Bidders can access bid documents on the web site and participate in the e- Auction within the stipulated time and date as per auction notice details through above portal only.
4. Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and any other certificates as required in the tender, which are mandatory.
5. The Bidders shall furnish the original certificates for verification whenever required to the BESCOM authorities, failing which the Bidder will be disqualified.
6. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded, and bids submitted late will be rejected.
7. Date and timestamp of the portal shall be final in deciding the time and date of submission of bid through e-Auction. Decision of the Company in this regard is final and must be accepted by all the Bidders.
8. The Bidders shall quote in Indian Rupees only.
9. Bids shall be submitted through above portal only.
10. The Bidder shall upload documents to satisfy qualifying requirements, EMD, Declaration form, proof of address wherever necessary, pollution controls board authorization /certificate whenever required and other statutory requirements.
11. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.
12. The prospective Bidders shall upload all the relevant documents along with the bid.
13. The validity of the bid shall be 180 days from the last date of bid submission.

14. Corrigendum / Modification / Corrections, if any will be published in the portal website only, for any clarification on e-procurement, request for e-procurement training, Bidders can contact HELP DESK at +91-8046010000.

Note: The above Notification is subject to changes from time to time. Prospective Bidders are requested to contact the authorized person / office indicated in the Notification for the authentic prevailing version. The Management does not take any responsibility for any consequences arising out of any acts or forbearance on the part of the third parties on the basis of the above Notification.

Procedures:

1. The Bids along with prescribed documents as per annexures shall be submitted through KPP portal and the Bidders are requested to familiarize themselves with the procedure of E-Procurement thoroughly before submission of Bids.
2. Mere issue/downloading of Bid Document does not qualify any Bidding firm for appointment. The Bidders who do not comply with the eligibility Criteria mentioned in the Tender Notification/Bid document will be rejected.
3. The submission of Bidders implies that they have read and understood the contents of Tender Notification and the Bid document.
4. The Authority reserves the right to accept/reject all or any of the Bids without assigning any reasons.
5. Conditional quotes/ Bids are not acceptable.
6. The declaration given by the Bidders is found false on verification, the offer of such Bidder will be discarded and not considered for evaluation and legal action will be initiated against such Bidder who has submitted the false declaration.

Sd/-

General Manager(ICT & MIS)
Corporate Office, BESCOM

2. Section II: INSTRUCTIONS TO BIDDERS :

2.1 INSTRUCTION:

2.1.1 Bangalore Electricity Supply Company Limited (BESCOM) invites tenders vide BESCOM/2026-27/SE0460 in two parts (Technical Bid and Price Bid) through KPP portal https://kppp.karnataka.gov.in for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years.

2.2 COST OF BIDDING :

2.2.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its

bid including post-bid discussions, Technical bid and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS :

2.3.1 A Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself so as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID :

2.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID :

2.5.1 Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID VALIDITY :

2.6.1 Bids submitted by Bidders shall remain valid for acceptance for 180 calendar days from the last date of Bid submission .

2.6.2 A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.
In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under Clause 2.7 shall also be suitably extended.A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.7 EARNEST MONEY DEPOSIT (BID GUARANTEE) :

a) The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPP portal for payment of EMD.
b) Earnest money deposited by unsuccessful bidder/tenderers will be returned as soon as

possible after the tender has been finalized.

c) EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.

d) The deposit towards EMD as above shall not carry any interest. Permanent EMD will not be considered.

2.7.1 The bid guarantee may be forfeited:

a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b) In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or

c) In case of a successful Bidder fails to furnish the bank guarantee.

2.7.2 E-payment modes for Tender Processing Fee

The supplier/contractor should pay the Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Fund Transfer (NEFT)

2.8 DEADLINE FOR SUBMISSION OF BIDS:

2.8.1 Bids must be uploaded in the KPP portal on or before the date specified in "**Key Events and Dates"** (in para 1.3) section of the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

2.9 MODIFICATION AND WITHDRAWAL OF BIDS :

2.9.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by Purchaser prior to the deadline prescribed for submission of bids.

2.9.2 No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder.

2.9.3 Bid Form withdrawal/modification of a bid during this interval may result in the Bidder's Forfeiture of its bid security.

2.9.4 In KPP Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

2.10 FORMAT OF BID :

a) The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through KPP portal and non-submission of EMD will be disqualified.

b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

c) All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP portal.

2.11 CONTENTS OF TENDER DOCUMENT :

2.11.1 The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.12 BIDDER TO OBTAIN HIS OWN INFORMATION :

2.12.1 The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing his Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare his Bid. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.13 CLARIFICATION ON TENDER DOCUMENT :

2.13.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Purchaser.

The Purchaser, then, will issue interpretation(s) and clarification(s) as he may think fit in writing.

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in "Invitation for Bids/ Key events and dates". The queries must be submitted in the following format only to be considered for clarification.

Sl. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids/ Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the KPP portal. Responses will be uploaded by the Purchaser in the portal to any request for such clarification of the Bidding Document. Verbal clarification and information given by Purchaser or his employee(s) or his representative(s) shall not in any way be binding on Purchaser.

2.14 AMENDMENT OF BIDDING DOCUMENT :

2.14.1 At any time prior to the deadline for submission of the Bids, Purchaser may, for any reason, at its own initiative modify the Tender Document by issue of an addendum/corrigendum.

2.14.2 In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.

2.14.3 Any such addendum/corrigendum will be made available at the at the Karnataka KPP portal website. No separate other communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.

2.14.4 No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the BESCOM IT Consultant will be deemed as addendum/corrigendum to the Tender document.

2.15 GENERAL INSTRUCTION FOR BID PREPARATION :

2.15.1 The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

2.15.2 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the RFP and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of clause 2.13 (Clarification on Tender Document).

2.15.3 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard

printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser.

2.16 PREPARATION OF BID/PROPOSAL:

2.16.1 Bidder shall submit one Bid. If, Bidder submits more than one Bid such Bids shall be disqualified.

2.16.2 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.

2.16.3 In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

2.16.4 The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.17 FINANCIAL BID/PROPOSALS:

2.17.1 The Financial Proposal shall be directly entered in the KPP portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bidders are to Enter/Key-In the bid price directly in the KPP portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ ಆಇ 165 ವೆಚ್ಚ 12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

2.17.2 The firm price should only be quoted.

2.17.3 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

2.17.4 The prices offered shall be on a fixed price basis inclusive of GST and should not be linked to the foreign exchange or any other variable.

2.17.5 The prices offered should be inclusive of all the deliverables mentioned in Scope of work of section Special Conditions of Contract

2.18 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS:

2.18.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.18.2 The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.19 BID OPENING:

2.19.1 The e-procurement system allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids. The technical bids will be opened as per dates given in the KPP portal.

2.19.2 The price bids of all the qualified technical responsive bidders shall be opened after completion of successful Technical evaluation.

The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

2.20 BID EVALUATION :

2.20.1 The evaluation process of the tender, proposed to be adopted by the Purchaser is indicated under this clause.

2.20.2 **Evaluation of Techno –commercial Bid**

a) The Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be considered for Technical evaluation.

b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification criteria will be opened and evaluated for compliance in this stage of evaluation.

c) Only those Bidders who meets all the pre- qualification criteria stated in this RFP, shall be considered for Technical Evaluation of Bidder. BESCOM will review the documents of

the bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder.

Any deviation to the technical specification will be treated as disqualified.

2.20.3 **Evaluation of Financial Bid.**

a) The Financial Bids of techno-commercially qualified bidders will only be opened.
b) Only fixed price commercial bids indicating total price for the deliverables specified in this bid document will be considered.
c) Prices shall be quoted in Indian Rupees, inclusive of all statutory charges, duties and GST etc. both in figure and words rounded to one rupee.
d) Any conditional bid would be rejected.
e) No escalation of cost is allowed during the validity of the contract period.
f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest amount will be considered".

g) If there is no price quoted for the deliverables, the bid shall be declared as disqualified.

The Financial Bids would be evaluated based on the overall price quoted by the Bidder as in Price Bid form. The evaluation would be based on L1 criteria only. The Bidder who quotes the lowest price as per the Form:6 shall be considered as L1.

2.21 NEGOTIATIONS

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.22 AWARD CRITERIA

The Successful bidder will be issued Letter of Intent (LOI) by BESCOM. Within 15 days of issue of LOI, the bidder should comply with the following requirements:

1. Submit duly signed acceptance letter to LOI.
2. Submit Performance Bank Guarantee for 5% of Contract Value.
3. Contract agreement along with SLA on a non judicial stamp paper to BESCOM (The value of Stamp paper will be specified by BESCOM).
4. Non-Disclosure Agreement (NDA) (BESCOM will issue draft SLA agreement to bidder)

Once all the above documents are submitted, a Detailed Work Award (DWA) will be issued by BESCOM

2.23 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.24 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser's action.

2.25 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, Purchaser will notify the successful Bidder in writing by registered letter or fax/email, that its bid has been accepted.

3. Section III: GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 BID PRICES

3.1.1. Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services wise.

3.1.2 Bidders are required to quote the price for the required items as per Scope of Work specified in RFP.

3.1.3 Bidders shall give the prices in the manner and detail as asked for in the Price Bid given in price bid form failing which the Purchaser shall reserve the right to assume/extrapolate the prices for the item/services for which the price has not been quoted and the same will be binding on the Bidders. Responsibility for including all applicable taxes, duties and levies in the Bid lie with the Bidder and the Purchaser shall not be responsible for any error/omission on the part of the Bidder.

3.1.4 The taxes, duties and levies in the form of Goods and Services Tax (GST) shall be indicated by the Bidder in the Price Bid given in Form 6 of section 6 and shall be quoted as the rates in force as on seven (7) calendar days prior to the last date of Bid submission as mentioned in event sheet. The total price quoted by the bidder should be inclusive of GST.

3.1.5 The price shall be inclusive of GST. BESCOM will not pay any other taxes, whatsoever in respect of this contract. Any increase in the tax should be absorbed by the firm during the contract and any reduction in the tax should be passed on the BESCOM

3.2 PERFORMANCE GUARANTEE

3.2.1 Upon issue of LOI by the Purchaser, the Successful Bidder is required to furnish the Performance Guarantee (PBG) of 5% of the total contract value valid for the entire contract period including the operational support period of 2 years issued by Public Sector Nationalized Bank or Scheduled Commercial bank in Indias valid up to 90 days after the end of contract period and submit to BESCOM in 15 days from the date of issue of LOI from BESCOM. Performa as per form 5 of section 6 in the RFP shall be followed.

3.2.2 The proceeds of the Performance Bank Guarantee (PBG) shall be payable to the Purchaser as compensation for any loss resulting from the Bidder's failure to successfully complete its work/obligation under the Contract.

3.2.3 The Contractor shall cause the validity period of the Contract Performance Guarantee to be extended for such period(s) as the Contract performance may be extended pursuant to clause covered in this document. As and when an amendment is issued to the order, the Contractor shall within fifteen (15) calendar days of the receipt of such an amendment

furnish to the Purchaser an amendment to the PBG rendering the same valid for the order as amended. The PBG and/or any amendment there to, shall be executed in accordance with Indian laws in which the same is executed by the Party competent to do so. On satisfactory performance and completion of the order in all respect, the PBG will be returned to the Contractor.

3.2.4 All compensation or other sums of money payable by the Bidder to the Purchaser or recoveries to be made under terms of this Contract may be deducted from or paid by the sale of a sufficient part of the bidder's PBG or from any sums which may be due or may become due to the Contractor by the Purchaser on any account whatsoever. In the event of the bidder's PBG amount being reduced by reasons of any such deduction or sale, the Contractor shall within fifteen (15) calendar days thereafter make good in cash, bank drafts, any sum or sums which may have fallen short of PBG amount or any part thereof. No interest shall be payable by the Purchaser for the PBG amount deposited as security.

3.2.5 The PBG is liable to be invoked on demand of the Purchaser, for any breach under the Contract irrespective of any dispute or difference between the Purchaser and the Contractor, pending before any court, tribunal or any other authority. The decision of encashment by the Purchaser shall be final and binding on the Contractor.

3.2.6 The PBG shall be valid until the Contractor has successfully completed the Project in accordance with the Contract Agreement. The PBG shall be returned to the Contractor within ninety (90) calendar days after receipt of application for release of PBG along with the project completion certification issued by the Purchaser. No claim shall be made against the PBG after issue of the project completion certification.

3.3 LIQUIDATED DAMAGES

a) If the Supplier fails to deliver any or all of the Goods or perform the related services within the period specified in the contract, the Purchaser may without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5% of the value of goods or related services** per week of delay or part thereof, subject to a maximum of **10% of the value of such goods or services**. The LD amount shall be recovered from the payments due to the bidder or from the Performance Bank Guarantee, as applicable.

b) If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Supplier to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit.

c) In Purchase, the Purchaser shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.

3.4 PAYMENT CLAUSE

T- Date of issue of DWA

Sl. No	Milestone	Schedule	% of Payment	Deliverables
1	Upgradation of ArcGIS Licenses including Supply, Installation,Configuration and Testing	T1= T + 2 Weeks	80% payment against total contract value	Payable after delivery of all software licenses & Upgradation,configuration report and testing, commissioning and submission of commissioning report accepted by BESCOM
2	Stabilization Period Completion	T2= T1 +1 Month	10% payment against total contract value	Payable after completion of stabilization period and submission of configuration backup, test reports, and updated system documentation
3	Annual Technical Support – Year 1	T3=T2 + 12 Months	5% payment against total contract value	Payable subject to satisfactory operational support services including technical assistance, troubleshooting, and submission of annual support summary reports along with warranty certificate issued by OEM

Sl. No	Milestone	Schedule	% of Payment	Deliverables
4	Annual Technical Support – Year 2	T4=T3 + 12 Months	5% payment against total contract value	Payable subject to satisfactory operational support services including technical assistance, troubleshooting, and submission of annual support summary reports along with warranty certificate issued by OEM

Note

1. All payments shall be made **after deduction of applicable taxes and statutory levies** as per BESCOM norms.
2. Payments shall be released only after **verification and certification by the BESCOM**.

3.5 TERMS OF PAYMENT

Upon upgrade of the required software and ATS in e- format (proof of entitlement document from OEMs to be submitted for support for 2 year being delivered) milestone wise payment shall be made subject to:

1. Payment shall be arranged by the AGM (FC-IT), Corporate office, BESCOM to selected bidder upon submission of invoices duly certified by Manager(ICT&MIS), AGM (ICT&MIS), DGM(ICT&MIS) and countersigned by GM(ICT&MIS).

The Product Support/Patches/Bug Fixes, Ticket Based Incident Management, Software version upgrade will be as per the OEM specifications and the product level requirement from BESCOM time to time.

3.6 PENALTY

T- Date of issue of DWA

Sl. No	Milestone	Delay Condition	Penalty
1	Upgradation of ArcGIS Licenses including Supply Installation,Configuration and Testing	Delay beyond the schedule specified (T1= T + 2 Weeks)	0.5% of the respective milestone value per week of delay subject to maximum 10% of the total value towards respective milestone

2	Stabilization Period Completion	Delay beyond (T2=T1 +1 Months) schedule	0.5% of the respective milestone value per week of delay subject to maximum 10% of the total value towards respective milestone

Penalties applicable during the Yearly Operational Support phase shall be governed by and levied in accordance with the provisions specified under Clause **5.4.1** of the Service Level Agreement (SLA).

3.7 TERMINATION OF CONTRACT

3.7.1 TERMINATION FOR FAILED DELIVERY/INCOMPLETE SERVICES:

In case the service provider fails to complete the work within the contracted period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date the Company shall exercise its discretionary powers on any or all the following:

- to recover from the service provider/supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
- to avail the services elsewhere, after giving due notice to the service provider/supplier on account and at the risk of the Service provider/supplier
- to cancel the Contract order
- to forfeit the bank guarantee, if it has been submitted
- to black list or not to consider future offers for a specified period.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and vendor/bidder shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services.

3.8 LIMITATION OF LIABILITY:

The bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise),shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from a)willful misconduct or b)indemnification against third part claim for infringement c) or tortuous liability arising out of misconduct or negligence or d) death.

BESCOM shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

3.9 FORCE MAJEURE:

3.9.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the BESCOM or the supplier in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care or complied with prudent utility practices.

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or
b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, or
c) Any event or circumstance of a nature analogous to any of the above.

3.9.2 Delay or non-performance by either Party here to cause by the occurrence of any event of Force Majeure shall not

a) Constitute a default or breach of the Contract, or
b) Give rise to any claim for damages or additional cost or expense occasioned thereby.

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

3.9.3 The bidder or BESCOM shall not be liable for delay in performing his obligations resulting from any Force Majeure cause as referred above.

3.9.4 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fifteen (15) calendar days after the occurrence of such event.

3.9.5 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force

Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with clauses of RFP.

3.9.6 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to proceed as per the provisions under clauses of RFP.

3.9.7 If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with clauses of RFP.

3.10 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.11 TERMINATION FOR CONVENIENCE

3.11.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

3.11.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

3.12 SETTLEMENT OF DISPUTES

3.12.1 MUTUAL CONSULTATION

3.12.1.1 If any dispute or difference of any kind whatsoever shall arise between the BESCOM and

the successful bidder in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project - whether during the progress of the Project or after their completion and Whether before or after the termination, abandonment or breach of the Contract –the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/difference shall be made to the GM (ICT&MIS)-BESCOM. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

3.12.2 **ADJUDICATION**

3.12.2.1 The Adjudicator shall give its decision in writing to both parties within thirty (30) calendar days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the BESCOM or the bidder within sixty (60) calendar days of such reference, the decision shall become final and binding upon the BESCOM and the bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.

3.12.2.2 Should the Adjudicator resign or die, or should the BESCOM and the bidder agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the BESCOM and the bidder as Adjudicator under the Contract. Failing agreement between the two within thirty (30) calendar days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the BESCOM and the bidder.

3.12.3 **ARBITRATION**

a) All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
b) The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

c) The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.

d) The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

e) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

3.13 RISK PURCHASE CLAUSE

In the event successful bidder fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of Authority. Authority reserves the right to procure similar services from the next eligible bidder or from other alternate sources at the risk, cost and responsibility of the Bidder. Before taking such a decision, Authority shall serve a notice period of 3 days to the successful bidder. Total Liability of the successful bidder towards this Clause is limited to 100% of the contract value.

4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

4.1	The Purchaser's country is: The Union Of India
4.2	The Purchaser is: Bangalore Electricity Supply Company Ltd.
4.3	The web-site is **https://kppp.karnataka.gov.in only** The details regarding the RFP (Bid) process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
4.4	The language shall be: English

4.5	For notices, the contact details shall be: THE GENERAL MANAGER (ICT & MIS) BANGALORE ELECTRICITY SUPPLY COMPANY LTD. BELAKU BHAVANA, CORPORATE OFFICE, K R CRICLE, BANGALORE -560001, KARNATAKA Email: gmit@bescom.co.in Contact: 080-22261911
4.6	The governing law shall be: Laws applicable in exclusive jurisdiction of the High Court of Judicature at **Bangalore**, India and all courts subordinate to its exclusive Jurisdiction.
4.7	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed): a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator. b. The place for arbitration shall be **Bangalore, Karnataka**
4.8	The price adjustment shall be: The bidders may please note that the prices are upward/downward Adjustable. Purchaser reserves the right to review and negotiate the charges payable at any time to incorporate downward revisions as applicable and necessary, including due to lowering of any applicable taxes, duties and any other statutory levies. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfilment of any condition of any exemption considered by the bidder at the time of proposal, shall be considered for price adjustments.

	The utility reserves the right to increase or decrease the contract value subject to the limit of 25%. It is clarified that this increase or decrease of 25% shall not entitle either party to claim revision of the unit price of the services.
4.9	**General terms and conditions of Payment Schedule** 1. All payments shall be made centrally at IT section of BESCOM in favour of the Bidder 2. Bidder needs to ensure completion of all works before submitting the invoice and approved only after the particular activity is completed. In case even part of the work is pending payment for that activity shall not be made. 3. The detailed terms of payment are as per the clause 3.5. 4. Cost has to be mentioned as per prescribed formats only. 5. Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or service rendered by bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the bidder, till such work/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Purchaser under this contract.
4.10	The currencies for payments shall be in Indian Rupees (INR).
4.11	The Performance Security paid, shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. The Bidder shall submit Performance Security of 5% on the Total Contract value to be valid for 90 days beyond the completion of contract period

5. SECTION V: SCOPE OF WORK

5.1 Detailed Scope of Work

The objective of this tender is to upgrade the existing ArcGIS software environment deployed in the GIS DAS Proxy Server at the BESCOM Data Centre from ArcGIS 9.3 to ArcGIS 10.8, including supply, installation, configuration for 2 years.

The detailed scope of work is as below:

1. Supply of required ArcGIS software licenses for upgrade from ArcGIS 9.3 to ArcGIS 10.8.
2. Upgrade of ArcGIS Enterprise Basic Server (ArcSDE) environment to ArcGIS Enterprise advanced up to four core licenses 10.8 version (ArcSDE software)
3. Upgrade of ArcGIS Desktop Standard (ArcEditor) to 10.8 version.
4. Installation and configuration of upgraded ArcGIS software in GIS DAS Proxy Server duly ensuring connectivity and compatibility.
5. Testing, commissioning, and stabilization for 1 Month of the upgraded GIS environment during which.

   - **Monitoring performance and stability of the ArcGIS environment to be ensured.**
   - Any **configuration issues/ installation-related faults shall be rectified.**

6. Provision of OEM backed technical support for the upgraded ArcGIS platform for 2 Years. The product support should include but not limited to version upgrade, software update patches/Bugs and incident based support tickets as specified by OEM and the product level requirement from the BESCOM time to time.
7. Documentation of installation and configuration activities.
8. Training/ Knowledge transfer to BESCOM GIS technical personnel on the new version covering the following aspects:

   - ArcGIS installation and upgrade procedures
   - Training on the 10.8 version,
   - Backup restoration procedures and recovery mechanisms
   - Troubleshooting procedures
   - Operational best practices.

a) Details of licenses

The bidder shall supply the following:

Sl. No	Item Description	Quantity	Delivery location
1	Upgrade of ArcGIS Enterprise to Advanced (up to 4 Core) – Version 10.8 (Perpetual License)	1 Nos	BESCOM Data centre, HSR Layout
2	Upgrade of ArcGIS Desktop Standard (ArcEditor) to Version 10.8 (Perpetual License)	1 Nos	BESCOM Data centre, HSR Layout

b) During the 2 year operational support period, the bidder shall provide:

- Technical support for the upgraded ArcGIS software environment, including applications, services.
- Coordination with OEM Technical Team.

- Troubleshooting of ArcGIS-related issues, including service failures, performance issues.
- Assistance for firmware upgrades and configuration support
- Support during application instability, service disruptions, or system performance issues.

5.2 DELIVERABLES

The Selected Bidder shall submit the following documents along with the invoice to BESCOM for verification and processing of the respective milestone payments:

1. Certified copies of installation, configuration and commissioning reports of the upgraded ArcGIS software (ArcGIS Enterprise and ArcGIS Desktop 10.8) duly signed by the authorized representative.
2. Configuration backup and system documentation, including ArcGIS configuration settings, service publishing details and updated system architecture diagram of the ArcGIS environment.
3. Incident reports for all incidents handled during the support period indicating Date of Incident, Time of Incident, Incident Type, Description of the Issue, Action Taken, Date of Resolution, and Time of Resolution and RCA document if any as such incident.
4. Annual support summary report indicating technical support log details including ArcGIS service status reports, details of patches, bug fixes, or version updates carried out during the support period.

5.3 SERVICE LEVEL AGREEMENT:

The purpose of the Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to BESCOM for the duration of this contract.

This SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The services provided by the bidder shall be reviewed by BESCOM that shall:

- Regularly check performance against the SLA mentioned in this RFP.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.

5.4 SERVICE LEVEL AGREEMENTS AND PENALTIES :

a. The successful bidder shall provide technical support services for the upgraded ArcGIS 10.8 software, including ArcGIS Enterprise Advanced and ArcGIS Desktop Standard, during the operational period of 2 years from the date of stabilization. The bidder shall ensure timely response and resolution of incidents related to the ArcGIS environment and associated GIS operations.
b. The bidder shall provide technical assistance for troubleshooting, configuration issues,

application errors, performance issues, and GIS database-related problems, and shall coordinate with the OEM Technical Assistance Centre (Esri Support) for escalation and resolution of issues whenever required.

c. The bidder shall ensure proper functioning of ArcGIS services, including validation of published services, service availability, and data access, and shall carry out necessary checks to ensure uninterrupted functioning of GIS applications without disruption to business operations.
d. Failure to comply with the response time, resolution time, or failover performance requirements specified in the SLA tables shall attract penalties as specified under the SLA penalty provisions of this tender.

5.4.1 SLAs applicable for the Yearly Operational Support

Issue Category	Description	Resolution Time	Penalty
High	Incidents raised related to Licenses issue and Setup, re-installation regarding.	Within 8 hours from the time of intimation by BESCOM.	₹ 10,000 per hour of delay beyond the resolution time subjected to max of 50,000/- per quarter.
Medium	Incidents raised related to Patch updates/ Upgrade by OEM if any.	Within 12 hours	₹ 5,000 per hour of delay beyond the resolution time subjected to max of 50,000/- per quarter.
Low	Incidents raised related to any observation / Issues reported not impacting regular functioning.	Within 24 hours	₹ 2,000 per hour of delay beyond the resolution time subjected to max of 20,000/- per quarter.

BESCOM reserves the right to recover SLA penalties from the vendor's operational support payments or Performance Security.

5.5 CONSORTIUM

Consortium /Joint Venture is not Permitted in this Tender.

6. Section VI: Forms:

Form: 1 Bidder's Organization details *(To be uploaded on the Letterhead)*

Sl. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company	
4.	Details of Incorporation of the Company	Date: Ref. #
5.	Details of Commencement of Business	Date: Ref. #
6.	Valid Sales tax registration no.	
7.	Valid Service tax registration no.	
8	GSTN Registration no.	
9	Permanent Account Number (PAN)	
10	Name & Designation of the contact person to whom all references shall be made regarding this tender	
11.	Telephone No. (with STD Code)	
12.	E-Mail of the contact person:	
13.	Fax No. (with STD Code)	
14.	Website	

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place: Date

Form: 2 Declaration on not being blacklisted /defaulter

(To be submitted on the Letterhead of the Company)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

Sub.: "Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years"

Ref: Tender enquiry No:BESCOM/2026-27/SE0460

Dear Sir,

We confirm that our company is not blacklisted/defaulter for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

Form: 3 Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Sub.: "Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years"

Ref: Tender enquiry No: BESCOM/2026-27/SE0460

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document Tender enquiry No: BESCOM/2026-27/SE0460 for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal
Address:
Place:
Date:

Form: 4 Letter of Proposal Submission

(To be submitted on the Letterhead)

To,
General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

We, the undersigned, offer our proposal for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Configuration at BESCOM Data Centre for 2 years in accordance to the terms and conditions stipulated in RFP invited vide Tender enquiry No:BESCOM/2026-27/SE0460 We are hereby submitting our Proposal, which includes

a) Financial Proposal
b) Technical Proposal
c) Tender enquiry no
d) Bid processing fee of the prescribed amount (paid online as defined in the KPP platform)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price bid, specified in form 6. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
We understand you are not bound to accept any Proposal you receive.

Yours faithfully,
Authorized Signature [In full and initials]
Name and Title of Signatory:
Company Name: Company Seal
Address:
Place: Date:

Form 5 Performa for Contract Performance Guarantee

Performa for Bank Guarantee (For or Contract Performance Guarantee)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no…… Date: / /

To,
General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* ……. (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s …….. *[Contractor's Name]* …… with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *Purchaser's* Letter of Acceptance no. ..... dated ..... and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for ……. *[Scope of Work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Five percent (5%) of the Contract Price of the aforesaid work under the Contract to the Purchaser.

We..... [Name & Address of the Bank]..…..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of ..... ……. (*) ..... as aforesaid at any time up

to..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till ……[day/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed ……..

This Bank Guarantee shall be valid up to and including ……

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or

demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this……. day of …….. 2021 at…….

WITNESS

(Name)

…….

……..

(Signature)

(Name)

……. …… ……..

(Signature)

…… …… ……..

(Official Address) (Designation with Bank Stamp)

Attorney as per with Power of Attorney no…….

Note: The Stamp paper of Rs.500/- value shall be purchased in the name of guarantee issuing Bank.

Form: 6 Price Bid

The Price should be entered/Keyed in the KPP portal in financial bid section. Bidders should not upload the Price bid form as part of technical Bid. If the price bid is uploaded the bidders will be disqualified.

The successful bidder shall furnish the breakup of the cost to the Office of General Manager (ICT&MIS) as per the below format:

The Price should be entered/Keyed in the KPP portal in financial bid section. Please refer to section 2.17 of this document.

Bidders should not upload the Price bid form as part of technical Bid. If the price bid is uploaded the bidders will be disqualified.

The detailed price breakup for the Bill of Materials of the Price bid of the qualified bidders shall be submitted in Hard Copy on the date of opening the Price bid to the Office of General Manager(ICT&MIS) as per the format below:

Sl. No	Description	Qty-in (No's)	Unit Price (INR)	Applicable Taxes (INR)	Total Cost (Inclusive of all Taxes) (INR)
1	Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to following ArcGIS 10.8 licenses including Supply, Installation, Configuration, Testing and ATS for 2 Years at BESCOM Data Centre 1. ArcGIS Enterprise Advanced (up to 4 Core) (Perpetual License) 2. ArcGIS Desktop Standard (ArcEditor) (Perpetual License)	1 License Each			
Total Cost for Item					
Net Evaluated Price (In Words and Number)					

Note: The quoted price shall be inclusive of supply, installation, configuration, and support services for a period of 2 years. The bidder shall quote the total cost for the entire scope of work under Item 1 The permissible variation (if any) shall be evaluated on the total quoted cost for Item 1.The total quoted price shall be considered for financial evaluation and shall form the final contract value.

Payment shall be made as per the prescribed milestone percentages on the final contract value specified under Clause 3.4 of the Payment Clause. The breakup provided above is indicative and shall not affect the evaluation or payment.

Form 7: Banker's Certificate

ON BANKERS LETTER HEAD

……

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. ……..(name of the customer) having their registered/ administrative office at …….. is a customer of our Bank and is engaged in ……(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the ……..(brief details of work) as per the Loan Policy of the Bank:

<table>
<tr><td>SL No.</td><td>Type of facility</td><td>Amount in Rs. (As on date of issue of certificate)</td></tr>
<tr><td>(1)</td><td>Cash at Bank</td><td>Rs.....</td></tr>
<tr><td>(2)</td><td>Term Deposits</td><td>Rs.....</td></tr>
<tr><td>(3)</td><td>Fund based Credit facility (includes Overdraft)</td><td><table><tr><td>Sanctioned Limit</td><td>Utilized amount</td><td>Available Balance amount</td></tr><tr><td>Rs.....</td><td>Rs.....</td><td>Rs.....</td></tr></table></td></tr>
</table>

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,

BRANCH MANAGER

Form 8: Bidder of a country which shares a land border with India

To,

General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

This is to certify that I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Company/Firm

Form 9: OEM Authorization Form

MAF from OEM for Upgradation of Existing ESRI Licenses in GIS–DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8, including Supply, Installation, Configuration, Commissioning and ATS for 2 Years (To be provided under the letter head of OEM)

To,

General Manager (ICT & MIS)

Bangalore Electricity Supply Company Limited,

Belaku Bhavan, Corporate Office, K.R Circle

Bangalore-560001, Karnataka, India

Sub:

Ref: Tender enquiry No. _____

Dear Sir,

We……. (OEM name) …… hereby declare that

M/s ……..(Bidder's Name), having office at …….is an authorized partner of _____(OEM name) . The bidder is well qualified in delivering our products and has good experience in delivering multiple projects.

We hereby authorize M/s……..(Bidder's Name), to participate in the above-referenced Tender.

We further conform that we have understand the terms and conditions of the tender and abide by the same. Also, we hereby conform to provide OEM support for Upgradation of Existing ESRI Licenses in GIS DAS Proxy Server from ArcGIS 9.3 to ArcGIS 10.8 including Supply, Installation, Configuration and Commissioning at BESCOM Data Centre and also confirm to provide ATS (Annual Technical Support) for a period of 2 years from the date of stabilization & also we undertake to provide any patch installation, firmware upgrade, health diagnosis, troubleshooting in case of issues and providing RCA document etc. during the entire contract period.

Also, we undertake to carry out activities defined in the scope of work as per the SLA.

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Company/Firm

Annexure: 1 ABBREVIATIONS

BESCOM	Bangalore Electricity Supply Company
DWA	Detailed Work Award
DC	Data Centre
EMD	Earnest Money Deposit
ESCOM	Electricity Supply Company
GM	General Manager
ICT & MIS	Information and Communications Technology & Management Information System
LOI	Letter of Intent
OEM	Origial Equipment Manufacturer
PO	Purchase Order
SLA	Service Level Agreement
TAC	Technical Assistance Center